

This Page Is Inserted by IFW Operations  
and is not a part of the Official Record

## **BEST AVAILABLE IMAGES**

Defective images within this document are accurate representations of the original documents submitted by the applicant.

Defects in the images may include (but are not limited to):

- BLACK BORDERS
- TEXT CUT OFF AT TOP, BOTTOM OR SIDES
- FADED TEXT
- ILLEGIBLE TEXT
- SKEWED/SLANTED IMAGES
- COLORED PHOTOS
- BLACK OR VERY BLACK AND WHITE DARK PHOTOS
- GRAY SCALE DOCUMENTS

**IMAGES ARE BEST AVAILABLE COPY.**

**As rescanning documents *will not* correct images,  
please do not report the images to the  
Image Problem Mailbox.**



PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants: Lin et al. Art Unit: 1755  
Application No.: 10/607,023 Examiner: Koslow, Carol M.  
Filed: June 27, 2003 Confirmation No.: 5563  
Title: TETRACALCIUM PHOSPHATE (TTCP) HAVING CALCIUM  
PHOSPHATE WHISKER ON SURFACE

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

**REVOCATION OF POWERS OF ATTORNEY AND POWER OF  
ATTORNEY BY ASSIGNEE**

As a below-named assignee of the above-identified application ("Application"):

CALCITEC, INC. is the assignee of the entire right, title and interest in the above-identified application by virtue of a chain of title from all of the inventors to Cana Lab Corporation (Assignment recorded at Reel 014243, Frame 0101) and from Cana Lab Corporation to Calcitec, Inc. (Assignment attached as Exhibit A).

CALCITEC, INC. hereby revokes all previous Powers of Attorney and appoints the following attorneys to prosecute the above-identified patent application and to transact all business in the Patent and Trademark Office connected therewith:

JOHN L. ADAIR	Registration No. 48,828
ARI G. AKMAL	Registration No. 51,338
DAVID L. ALBERTI	Registration No. 43,465
DARYL BASHAM	Registration No. 45,869
JOHN J. BRUCKNER	Registration No. 35,816
LISA A. HAILE	Registration No. 38,347
JACOB V. HANDY	Registration No. 48,347
RICHARD J. IMBRA	Registration No. 37,643
PETER R. LEAL	Registration No. 24,226
JUNE M. LEARN	Registration No. 31,238
ALAN A. LIMBACH	Registration No. 39,749
GEORGE C. LIMBACH	Registration No. 19,305

In re Application of:

PATENT

Lin et al.

Application No.: 10/607,023

Filed: June 27, 2003

Page 2

KARL A. LIMBACH	Registration No. 18,689
TIMOTHY W. LOHSE	Registration No. 35,255
GEORGE R. MEYER	Registration No. 35,284
DEAN NAKAMURA	Registration No. 33,981
ANTONY NOVOM	Registration No. 45,517
MICHAEL T. ROSATO	Registration No. 52,182
GERALD T. SEKIMURA	Registration No. 30,103
MICHAEL R. SHEVLIN	Registration No. 38,724
TAMARA SHIELDS	Registration No. 52,221
ANDREW V. SMITH	Registration No. 43,132
STEVEN R. SPRINKLE	Registration No. 40,825
KIEUN J. SUNG	Registration No. 48,639
MARK M. TAKAHASHI	Registration No. 38,631
EMANUEL J. VACCHIANO	Registration No. 43,964
EDWARD B. WELLER	Registration No. 37,468
NAN WU	Registration No. 43,360
RONALD L. YIN	Registration No. 27,607
BARRY N. YOUNG	Registration No. 27,744

We hereby state that we have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment(s) referred to above.

We acknowledge the duty to disclose information which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations, Section 1.56(a).

Direct all telephone calls and correspondence to:

Direct all telephone calls to:

**LISA A. HAILE, J.D., PH.D.**  
Telephone: (858) 677-1456  
Facsimile: (858) 677-1465

In re Application of:  
Lin et al.  
Application No.: 10/607,023  
Filed: June 27, 2003  
Page 3

PATENT

Address all correspondence to:

**LISA A. HAILE, J.D., PH.D.**  
GRAY CARY WARE & FREIDENRICH LLP  
4365 Executive Drive, Suite 1100  
San Diego, CA 92121-2133

**CALCITEC, INC.**

By: Roger Lipton  
Name: Roger Lipton  
Title: President, CEO  
Date: 3/23/04

**ATTORNEY DOCKET NO.:  
CAL APPL 10/607,023**

**ASSIGNMENT**

This assignment ("Assignment") is made by Cana Lab Corporation of Taipei, Taiwan (collectively, the "Assignors") to Assignee, CALCITEC, INC., a California corporation ("Assignee"), having a place of business at 20057 Glen Arbor Court, Saratoga, California 95070.

**Recitals**

A. Each of the Assignors has invented a new and useful invention entitled **TETRACALCIUM PHOSPHATE (TTCP) HAVING CALCIUM PHOSPHATE WHISKER ON SURFACE** for which an application for United States Letters Patent Application was filed June 27, 2003 in the United States Patent and Trademark Office.

B. Each of the Assignors authorizes and requests insertion of the serial number of the application when officially known:

The United States Application Serial No.: 10/607,023:

C. The parties desire to have a recordable instrument assigning from the Assignors to the Assignee the entire rights, title and interest in and to the invention, the application and all Letters Patent in the United States and throughout the world that may be granted or issued for the invention or that derive a right of priority from the application (including, without limitation, all divisional, continuation, continuation-in-part and continued prosecution applications thereof, and all reissues and reexaminations thereof, and all foreign counterparts thereof) (collectively, the "Invention Patents").

**ATTORNEY DOCKET NO.:  
CAL APPL 10/607,023**Agreement

NOW, THEREFORE, in accordance with the obligations to assign the Invention Patents and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Assignors agrees to the foregoing and as follows:

1. Each of the Assignors does and will sell, assign and transfer to Assignee, such Assignor's entire rights, title, and interest in and to each of the Invention Patents, including, without limitation, the rights to file foreign applications directly in the name of the Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties, or otherwise.
2. Each of the Assignors agrees that, upon request and without further compensation, but at no expense to such Assignor, such Assignor and such Assignor's legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Invention Patents in the United States and throughout the world, and for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Invention Patents in the United States and throughout the world. In the event that Assignee is unable for any reason to secure any of the Assignors' signatures to any document that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Invention Patents in the United States and throughout the world, or for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Invention Patents in the United States and throughout the world, each such Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents as such Assignor's agents and attorneys-in-fact to act for and on such Assignor's behalf and instead of such Assignor to execute such document, all with the same legal force and effect as if executed by such Assignor.

**ATTORNEY DOCKET NO.:  
CAL APPL 10/607,023**

3. Each of the Assignors represents and warrants that such Assignor has not granted and will not grant to others either (1) any rights, title or interest in and to any of the Invention Patents, or (2) any rights inconsistent with the rights granted herein.

4. Each of the Assignors authorizes and requests the Assistant Commissioner for Patents of the United States and the various counterparts thereof throughout the world to issue and/or grant any Letters Patent granted for each of the Invention Patents to Assignee, its successors and assigns, as the assignee of the entire interest in such Invention Patents.

5. This Assignment constitutes the entire agreement with respect to its subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. No waiver, amendment, or modification of this Assignment shall be effective against the Assignee, unless in writing executed by a duly authorized representative of the Assignee. This Assignment shall be governed in all respects by the laws of the United States of America and by the laws of the state/province of California, as such laws are applied to agreements entered into and to be performed entirely within California between California residents. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in California, as applicable, for any matter arising out of or relating to this Assignment, except that in any action seeking to enforce any order or any judgment of such federal or state courts located in California, such personal jurisdiction shall be nonexclusive. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to Assignee for which there will be no adequate remedy at law, and Assignee shall be entitled to injunctive relief and/or a decree of specific performance, and such other relief as may be proper.

**ATTORNEY DOCKET NO.:  
CAL APPL 10/607,023**

IN WITNESS WHEREOF, each of the Assignors has executed this Assignment  
on the date(s) provided below.

Assignor : Cana Lab Corporation

Date: 2/26/04

Signature: Aleut Z. Li